

Part I - The Schedule

Section G

Contract Administration Data

Table of Contents

G.1	Correspondence Procedures.....	G-2
G.2	Contract Administration.....	G-2
G.3	Billing Instructions.....	G-2
G.4	Defective or Improper Invoices	G-3
G.5	Contracting Officer's Representative Technical Direction - Notification of Change	G-3
G.6	Modification Authority	G-5
G.7	Representations and Certifications	G-5

Section G

Contract Administration Data

G.1 Correspondence Procedures

(A) To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(1) Technical Correspondence: Technical correspondence shall be addressed to the DOE Contracting Officer's Representative (COR) with an information copy addressed to the DOE Contracting Officer (used herein excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract).

(2) Other Correspondence: All other correspondence shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent Counsel (where patent or technical data issues are involved).

G.2 Contract Administration

The DOE Contracting Officer and correspondence address is:

George F. Champlain, Contracting Officer
U.S. Department of Energy
Richland Operations Office
Office of Procurement Services, MSIN A7-80
P.O. Box 550
Richland, WA 99352

The contractor will be notified in writing of the name and correspondence address of the Contracting Officer's Representative (COR) who is the only individual (outside of the Contracting Officer) that may give technical direction. There shall be only one individual designated as a COR under this contract.

G.3 Billing Instructions

(A) The Contractor shall provide periodic electronic invoices (or data supporting payments cleared financing arrangement drawdowns) and cost accrual and accrual reversal records to DOE. Within the electronic invoice submission, the contractor shall provide all invoice data elements required to: a) determine that all costs invoiced by the contractor were necessary and reasonable per the terms and conditions of the contract, and b) properly record all contract costs and payments in the DOE

accounting system. This includes, but is not limited to: Work Breakdown Structure (WBS) numbers, Budget and Reporting Classification (BRC) numbers, fund-type, Project Baseline Summaries (PBS) numbers, the fiscal year the funds were provided, the DOE project/task number, Object Classes, Cost Elements, Resource types, and plant and capital equipment line item number (if applicable).

- (B) Upon request, the contractor shall also provide written documentation to support the electronic invoices to the DOE Contracting Officer or his designate at the address identified in Section G.2.

G.4 Defective or Improper Invoices

Invoices not conforming to paragraph (a)(4) of contract clause FAR 52.232-25, Prompt Payment of Part II, Section I, of this contract, shall be deemed improper and thus defective. The Contractor shall provide the name or names (where practicable), title, phone number, office name, and complete mailing address of officials of the Contractor to be notified when the Government receives a defective or improper invoice to the Contracting Officer.

G.5 Contracting Officer's Representative (COR) Technical Direction - Notification of Changes

- (A) Notice: The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract.
- (B) Performance of the work under this contract shall be subject to the technical direction of the COR. The COR will be designated in writing by the Contracting Officer. The designation letter will include the COR's authority, responsibility, and limitations. Changes in the COR or the COR's authority will be transmitted via electronic media and made available to the Contractor. The term "technical direction" is defined to include, without limitation:
- (1) Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - (2) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.
 - (3) Performance of technical monitoring; inspection; approval of shop drawings; testing; approval of samples; engineering evaluation; monitoring schedules and deliverables; and other functions where such approvals are required by the contract and do not involve a change in the scope, price, or terms or conditions of a contract.
- (C) Technical direction must be within the Statement of Work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:
- (1) Constitutes an assignment of additional work outside the Statement of Work;

- (2) Constitutes a change, as defined in the contract clause entitled "Changes," which requires an adjustment of the target cost;
 - (3) Changes any of the express terms, conditions, or specifications of the contract; or
 - (4) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (D) All technical directions shall be issued in writing by the COR.
- (E) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.
- (F) If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in (C)(1) through (C)(4) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receipt of any such instructions or direction and shall request the Contracting Officer to modify the contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:
- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including:
 - (a) What contract line items have been or may be affected by the alleged change;
 - (b) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (c) To the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change;
 - (d) What adjustments are estimated to contract costs, delivery schedule, and other provisions affected by the alleged change;
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer shall do one of the following:

- (a) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract and does not constitute a change under the "Changes" clause, which requires an adjustment of the target cost;
- (b) Inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
- (c) Advise the Contractor within a reasonable time that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.

(G) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the Statement of Work of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the contract clause entitled "Disputes - Alternate I."

G.6 Modification Authority

(A) As stated above and notwithstanding any of the other provisions of this contract, a Contracting Officer shall be the only individual on behalf of the Government authorized to:

- (1) Accept non-conforming work;
- (2) Waive any requirement of this contract; or
- (3) Modify any term or condition of this contract.

G.7 Representations and Certifications

The Representations and Certifications for this contract as completed by the Contractor and dated (see below) are hereby incorporated into this contract by reference.

Washington Closure Company, LLC	5/13/2002
Washington Group International, Inc.	5/13/2002
Fluor Federal Services, Inc.	4/15/2002
Earth Tech, Inc.	3/28/2002